



Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact support@jstor.org.

on the part of the lessor that the premises could be legally so occupied throughout the term, and that defendant is liable for rent for the balance of the term. *Hyatt v. Grand Rapids Brewing Co.* (Mich. 1912), 134 N. W. 22, 18 D. L. N. 925.

Defendant contended that the adoption of local option terminated the lease, relying on the case of *Hooper v. Mueller* (1909), 158 Mich. 595, 123 N. W. 24. In that case a building was leased for a term to be occupied for hotel and saloon purposes, and the lessors agreed that if they were unable to secure for the lessee two sufficient bondsmen required by law in cases of retail dealers in malt and spirituous liquors, the lease should be null and void. The court held that the adoption of local option during the term made the performance by lessor of his agreement to furnish bondsmen impossible and terminated the lease. It is well settled generally that where the act contracted for is rendered unlawful by the enactment of a statute before the expiration of the time for performance, the obligation is thereby discharged. *Cordes v. Miller*, 39 Mich. 581, 33 Am. Rep. 430; *American Mercantile Exchange v. Blunt*, 102 Me. 128, 66 Atl. 212, 10 L. R. A. (N. S.) 414. The decision of questions, such as are involved in the principal case, therefore would seem to depend upon whether or not the use of the premises for saloon purposes is the act contracted for. If the lease excludes by its terms the use of the premises for any other purpose, a different question is involved and the case would seem to fall within the general rule stated. But the adjudicated cases, with unusual uniformity, hold that the adoption of local option does not give the lessee a right to abandon the lease, although they do not all give the same reasons for so holding. *Lawrence v. White*, 131 Ga. 840, 850, 63 S. E. 631; *Abadie v. Berges*, 41 La. Ann. 281, 6 South. 529; *Shreveport Ice & Brewing Co. v. Mandel* (1911), 128 La. 314, 54 South. 831; *Kerley v. Mayer*, 155 N. Y. 636, 49 N. E. 1099, 10 Misc. 718, 31 N. Y. Supp. 818, wherein it was also held that a provision that the premises "are to be used and occupied only as a * * * first-class liquor saloon" did not restrict the use to saloon business, but merely restricted the character of that business. *San Antonio Brewing Ass'n. v. Brents* (1905), 39 Tex. Civ. App. 443, 88 S. W. 368; *Hecht v. Acme Coal Co.* (Wyo. 1911), 113 Pac. 788; *O'Byrne v. Henley* (1909), 161 Ala. 620, 50 South. 83, 23 L. R. A. (N. S.) 496.

MARRIAGE—INTOXICATION AS GROUND OF ANNULMENT.—Plaintiff husband marriage is invalid, but it is not invalid if the intoxication is of a less degree of that marriage, filing a complaint in which he alleged that, at the time of the ceremony he was so intoxicated from alcoholic drinks that he had no comprehension of what he was doing or of the nature or effect of the ceremony. It appeared in evidence that plaintiff had been addicted, for years, to excessive drinking and had had several attacks of delirium tremens. He had been drinking heavily on the day of the ceremony and had continued in an intoxicated condition for about a week following it. *Held*, that the lower court had set up the correct test when it inquired whether the plaintiff, at the time of the ceremony possessed the mental capacity to understand the nature of the duties and obligations imposed by the marriage contract, and that plaintiff had not such capacity. *Dunphy v. Dunphy* (Cal. 1911), 119 Pac. 512.

This troublesome question as to what degree of intoxication must be proved to justify the annulment of a marriage is one upon which the decisions treating it fail widely of agreement. The case most antagonistic to annulment is *Prine v. Prine*, 36 Fla. 676, 34 L. R. A. 87, where the marriage was held valid, the court saying: "If the party, at the time of entering into the contract was so much intoxicated as to be *non compos mentis*, and did not know what he was doing, and was for a time deprived of reason, the marriage is invalid, but it is not invalid if the intoxication is of a less degree than that stated." Even under such circumstances as would justify annulment, the court held ratification possible. The rule supported by the undoubted weight of authority is set out in 1 BISHOP, MAR., DIV. AND SEP., § 60 and is almost identical with that quoted above except that the ratification feature is lacking. Adhering to the rule in BISHOP's text are *Roblin v. Roblin* (1881), 28 Grant Ch. (U. C.) 439; *Clement v. Mattison* (1846), 3 Rich. L. (N. C.) 93 and a dictum in *Legeyt v. O'Brien* (1834), Milw. Eccl. Rep. 325. The case most favoring annulment is *Johnston v. Browne* (1823), 2 Shaw & D. 495. There one was allowed an annulment on the ground that, at the time of the marriage, she had been stupefied by intoxication. In the principal case the court has set out a test of mental capacity which goes a step farther than the weight of authority in point of making annulment easy. It requires only that the petitioner shall have been unable to understand the nature of the duties and obligations imposed by the marriage contract, and has justified this test by analogy to the tests laid down in the same jurisdiction in determining the genuineness of wills. In *Estate of McKenna*, 143 Cal. 580, 77 Pac. 461, and in criminal cases. *P. v. Willard*, 150 Cal. 543, 89 Pac. 124. There is little doubt, however but the evidence in the principal case was sufficiently strong to warrant an annulment, even though the stricter test approved by the weight of authority had been adopted.

MASTER AND SERVANT—INDUCING BREACH OF CONTRACT OF SERVICE.—Defendant, a business rival of plaintiff, induced plaintiff's employees to break their employment contracts with plaintiff and to accept employment from defendant. *Held*, defendant was not liable unless the inducement was by fraudulent or wrongful means. *De Jong v. B. G. Behrman Co. et al.* (1912), 131 N. Y. Supp. 1083.

The decision of this case is clearly at variance with the unquestioned weight of authority in this country and in England. BLACKSTONE remarks: "The retaining another's servant during the time he has agreed to serve his present master; this, as it is ungentlemanlike, so it is also an illegal, act." 3 BLA. COM. 142. The rule in *Lumley v. Gye* (1853), 2 El. & Bl. 216, has remained the law in England up to the present time, despite the fact that it is said in the principal case that "its authority has been very much limited, if not actually weakened by *Allen v. Flood* [1898], A. C. 1," for in *Quinn v. Leatham* [1901], A. C. 495, Lord MACNAUGHTEN says in unequivocal language that *Lumley v. Gye* was rightly decided. See 1 MICH. L. REV. 28, 333, 2 MICH. L. REV. 305, and 4 MICH. L. REV. 138. In the principal case it is said that "in so far as it was based upon the ancient statutes of England respecting laborers and servants, it is clear that it has no application to conditions existing